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the first contract, it is said, creates only the relation of debtor and creditor, and because of the existence of this relation the debtor may not, without his creditor's consent, seek employment elsewhere under pain of imprisonment. This, the court insists, is virtual imprisonment for debt. A fair construction of the statute might well lead to a different conclusion. It provides not that the laborer may not work for a second employer, but that he may not through concealment of his former breach of good faith make a contract similar to the one he has broken. If the laborer is imprisoned for anything, it is not for debt, but for concealment of a fact that may conceivably amount to fraud.

The third and last objection, namely, that the statute involves involuntary servitude, is the most serious. But here, too, it seems, on careful consideration, that the legislature avoided infringement of the constitution; for, first, the Supreme Court has said that "involuntary servitude" means servitude involuntary in its inception,³ and here the servitude at its inception is voluntary; and, second, without considering the soundness of that view and that authority, the statute provides for nothing more than courts of equity in the usual constitutional exercise of their powers often exact under pain of imprisonment. Though a court of equity will not force a man to observe a contract to labor, it will order that if he refuses to observe it he may not make a similar contract with another.⁴ The statute in question does no more than extend the rule to cases where the services are not of unique value, and enforce in another form this well established equitable doctrine. The objection of unconstitutionality cannot be stronger in the one case than in the other. It is difficult, therefore, to see wherein either the letter or the spirit of the constitution has been violated.

CO-ORDINATE RIGHTS IN A BANK ACCOUNT. — A person may sometimes desire to open an account in a bank which shall be equally available to another person and himself. This most frequently happens between a husband and his wife. The situation has often presented itself in cases of savings-banks accounts.¹ Thus, in a late Michigan case, a husband instructed the savings-bank to enter his wife's name against his account, so that she might draw as freely as he on the account. The wife having ordered it transferred to her individual account while her husband was on his death-bed, the court held that his subsequent death revoked her authority to use the fund. *Burns v. Burns*, 93 N. W. Rep. 1077. But, admitting that her power was revocable by the husband's death, still, since she had exercised it for her own benefit before his death, it would seem that the transfer of the account made it her absolute property.

The question of how a depositor may give another rights with reference to his account must depend primarily upon the nature of the relation existing between him and the bank. What the relation is between a savings bank and its depositors is in dispute, some authorities holding that it is a trust relation,² others that it is an agency relation,³ still others that it is a

³ See *Robertson v. Baldwin*, 165 U. S. 275, 281.

⁴ *Duff v. Russell*, 133 N. Y. 678, affg. 39 N. Y. State Rep. 266.

¹ See a collection of cases in 31 L. R. A. 454 n.

² *Berry v. Windham*, 59 N. H. 288.

³ *Osborn v. Byrne*, 43 Conn. 155.

debtor and creditor relation.⁴ On the first two theories, the question is comparatively simple ; it is on the last that its discussion is most important. This is especially true in view of its application to the ordinary bank where a debtor and creditor relation admittedly exists.⁵ It is conceived that there are two feasible ways, depending upon the purpose of the depositor, of effecting that object. First, it may be intended merely to give the wife a power of attorney to draw on the account for her own use as she may desire. If this power were unsupported by consideration, a mere gratuity, it would be revocable either by the donor's order or by his death.⁶ But, if desired, it could be made irrevocable by securing consideration for it,⁷ when a different situation would arise. A demand by a depositor on a bank creates a separate obligation on the part of the bank to the extent of the demand.⁸ Consequently, the wife in exercising her power of attorney, could by each demand upon the bank create an obligation to the extent of the demand in favor of the depositor which she could enforce for her own benefit. It follows that there would be an irrevocable partial assignment, or a series of such assignments, of the whole obligation to the wife, each of which would be completed, and their number and amount determined, by her demands. Since there is consideration, there can be no question of revocation of the power of attorney, but whether that power should be held to continue beyond the death of the assignor, is a question which must depend upon the intention of the parties. Second, it may be desired to give the wife a right co-extensive with that of the husband. It is suggested that this may be accomplished by opening a joint account in the names of the husband and the wife. To secure to each the power to draw at will for his own use, a condition of the account would be that either may have the power to use their joint names in drawing against the account or proceeding with regard to it in any way. The power in the husband would be irrevocable, because it would be a condition of the wife's taking an interest ; her power would be irrevocable, because coupled with her interest.⁹ Upon the death of either, the total interest would necessarily survive to the other in accordance with the doctrine of survivorship in joint rights.¹⁰ This would probably effectuate the wishes of the parties. In those states where statutes have been passed limiting the operation of the doctrine of survivorship, the situation would be changed accordingly. If it is provided that a joint interest shall go to the decedent's representative in one way or another, then the question whether, upon the death of either, the power to draw as before would continue co-extensive between the survivor and the representative of the other, would again depend upon the intention of the parties.

JURISDICTION OVER A TRUST CREATED ABROAD.—A neat question is raised when the trustees of a trust created in another jurisdiction apply to the court of their domicile for instructions concerning the administration of the trust. By what law is the validity of the provisions of the trust to be deter-

⁴ *Robinson v. Aird*, 29 So. Rep. 633 (Fla.).

⁵ *Bank v. Brewing Co.*, 50 Oh. St. 151.

⁶ *Blackstone v. Buttermore*, 53 Pa. 266.

⁷ *Guthrie v. Wabash Ry. Co.*, 40 Ill. 109.

⁸ *Brahm v. Adkins*, 77 Ill. 263.

⁹ *Dickenson v. Central Nat'l Bank*, 129 Mass. 279.

¹⁰ *Trammell v. Harrall*, 4 Ark. 602.